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Terms & Conditions

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR USE OF THIS WEB SITE AND YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS. BY ACCESSING OR USING THIS WEBSITE, YOU SIGNIFY THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS.

Terms of Use

Last updated: November 23, 2011

Welcome to the Web sites for Hat World, Inc. and its subsidiaries (collectively, "Hat World" or "we"). These Terms of Use govern the following sites, along with all their associated domains: llds.com, llds.ca, and hatworld.com (the "Sites"). Please review the following terms and conditions, which govern your use of the Sites (the "Agreement").

Your use of the Sites constitutes your agreement to follow and be bound by the Agreement. We reserve the right to modify this Agreement at any time in our sole discretion without prior individual notice. Any modifications to this Agreement will be posted on the Sites, and you will be deemed to have agreed to these modifications through your further use of the Sites. For this reason, we encourage you to review the Agreement whenever you use any of the Sites. You can tell when this Agreement was last modified by checking the "last updated" date that appears at the top of the Agreement. If you do not agree to these terms, please do not use the Sites.

We control the Sites from our offices in Indianapolis, Indiana. You agree that: (a) all matters relating to your use of the Sites, including without restriction all purchases through the Sites, will be governed by the laws of Indiana and the federal laws of the United States applicable to Indiana; (b) the courts of Indiana have jurisdiction, and that you will attorn to that jurisdiction; (c) the United Nations Convention on Contracts for the International Sale of Goods will not apply; and (d) you are responsible for complying with all local laws.

Site Contents

Unless otherwise noted, the Sites, and all materials on the Sites, including data, text, images, illustrations, designs, icons, photographs, video clips and other materials, and all registered and unregistered rights in such materials provided under intellectual property law or similar laws under any jurisdiction in the world (collectively, the "Contents"), are owned, controlled or licensed by Hat World. HAT WORLD, LIDS, CAP CONNECTION, and other trademarks appearing on the Sites are the trademarks of Hat World and/or its subsidiaries.

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When you link to the Sites, you may not under any circumstance use technology to display the content of the Sites in a frame or in any other manner that is different from how it would appear if a user typed the URL into the browser line. The link must result in a new, fully functional, full screen browser window occupied solely by the pages created by the Sites.

You acknowledge the unauthorized use of the Sites or the Contents could cause irreparable harm to Hat World and that in the event of an unauthorized use, Hat World will be entitled to an injunction in addition to any other remedies available at law or in equity.

Right to Modify, Suspend or Discontinue the Sites

We reserve the right, at any time in our sole discretion, to: modify, suspend or discontinue the Sites, any user's access to the Sites or part of the Sites, or any service, content, feature or product offered through the Sites, with or without notice; charge fees in connection with the use of the Sites; modify and/or waive any fees charged in connection with the Sites; and/or offer opportunities to some or all users of the Sites. You agree that we will not be liable to you or to any third party for any modification, suspension or discontinuance of the Site, or of any service, content, feature or product offered through the Sites.

User Comments, Feedback, and Other Submissions

Hat World is pleased to hear from users and welcomes your comments regarding our products and services. However, our company policy does not allow us to accept or to consider creative ideas, suggestions, proposals, plans, or other materials other than those we have specifically requested.

Consequently, if, at our request, you send certain specific submissions, or without a request from us you send us creative ideas, suggestions, proposals, plans, or other materials (collectively, "Comments"), you will be deemed to grant Hat World a royalty-

free, non-exclusive right and license to use, reproduce, modify, display, transmit, adapt, publish, translate, create adaptations or derivative works from and distribute these Comments throughout the universe in any medium and through any methods of distribution, transmission or display whether now known or hereafter devised. In addition, you warrant that all so-called "moral rights" in the Comments have been waived. You also agree that Hat World is and will be under no obligation to: (a) maintain any Comments in confidence; (b) pay compensation for any Comments; or (c) respond to any Comments. Hat World has the right but not the obligation to monitor and edit or remove any Comments.

You agree that your Comments will not violate any right of any third party, including copyright, trademark, privacy or other personal or proprietary right. You further agree that your Comments will not contain libelous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Sites. You may not use a false email address, pretend to be someone other than yourself, or otherwise mislead Hat World or third parties as to the origin of any Comments. You are solely responsible for any Comments you make and their accuracy. Hat World takes no responsibility and assumes no liability for any Comments posted by you or any third party.

Social Networking

Many of the Sites allow users to exchange information and ideas through social networking functions (the "Social Network"). To permit us to do so, you acknowledge and agree that you will not: (a) post, transmit, link to, or otherwise distribute ("Post") any materials, information or content ("Posting(s)") constituting, advocating or encouraging conduct that would constitute a criminal offense or give rise to civil liability, or otherwise use the Sites in a manner that is contrary to law or would serve to restrict or inhibit any other user from using or enjoying the Sites or the Internet; (b) defame, abuse, stalk, harass, threaten or otherwise violate the legal rights of others, including without limitation, rights relating to privacy and publicity; (c) Post any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful material or information, including any material that is copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from their rightful owner and the necessary consents from any individuals whose personally identifiable information is contained in such material to post the material and to grant Hat World all of the license rights granted herein; (d) Post any information, materials or content (including, for greater certainty, software) that contains a computer virus or other malware; or (e) Post any information, materials or content that do not generally pertain to the designated topic or theme within the relevant area of the Social Network, including, for greater certainty, Postings for commercial purposes of any kind.

By Posting, you will be deemed to grant Hat World a royalty-free, non-exclusive right and license to use, reproduce, modify, display, transmit, adapt, publish, translate, create adaptations or derivative works from and distribute these Postings throughout the universe in any medium and through any methods of distribution, transmission or display whether now known or hereafter devised. In addition, you warrant that all so-called "moral rights" in the Postings have been waived. You also agree that Hat World is and will be under no obligation to: (a) maintain any Postings in confidence; (b) pay compensation for any Postings; or (c) respond to any Postings. Hat World has the right but not the obligation to monitor and edit or remove any Postings, as well as the right to terminate user accounts in its discretion including, without limitation, if Hat World believes that user conduct contravenes applicable law or is harmful to the interests of Hat World or its representatives, agents, contractors, suppliers or licensees.

When participating in the Social Network, never assume that people are who they say they are, know what they say they know, or are affiliated with whom they say they are affiliated. You acknowledge and agree that Hat World and its employees, agents, officers, directors or third party service providers will not be held responsible for the content or accuracy of any Postings, or for any reliance or decisions made based on such Postings.

Mobile Marketing

Consumers will receive 4-6 messages a month with exclusive information about new products and deals.

How to Opt-in: To opt-in or subscribe to our service, text LIDS or LIDSONLINE or LOCKERROOM or LTS or LIDSFB or LIDSTWEET or LIDSBLOG (choose ONE) to 477493. We'll guide you through the process from your mobile phone. You'll receive 4-6 messages a month. Message and data rates may apply.

How to Opt-out: To opt-out text STOP to 477493 from your mobile phone and we will unsubscribe you from our SMS text messaging service immediately. You will not receive any additional messages.

How to get Support/Help: To get help, email us at support@tetherball360.com. From your mobile phone, you may request our contact information at any time by texting HELP to 477493.

For more information regarding Mobile Marketing terms and conditions please [click here](#)

Privacy, Gift Card, and Loyalty Program Policies

In the footer sections of the Sites, we maintain a number of policies designed to protect and offer special benefits to our users, including our [Online Shopping Terms and Conditions](#), our [Privacy Policy](#), our [Gift Card Policy](#), and our [Loyalty Program Policy](#) (the "Other Policies"). The Other Policies may vary between our individual sites and depending on your location. The terms and conditions of the Other Policies are incorporated by reference into this Agreement.

Errors, Inaccuracies, and Omissions

Occasionally the Sites may present information containing typographical errors, inaccuracies, or omissions that may relate to product descriptions, pricing, promotions, offers, or availability. Although we make reasonable efforts to ensure that the Sites are current and contain no errors or inaccuracies, we make no representations, warranties or guarantees that the information, content or materials included in the Sites will be error-free or completely accurate or current at all times, or at any time. We reserve the right at any time in our sole discretion and without notice to correct any errors, inaccuracies or omissions to the information on our Sites.

Registration

To purchase products, access special content, and sign up for services you may be required to register and/or create a personal account. If registration is requested, you agree to provide Sites with accurate, complete registration information. When requested during registration(s), you must use your real name and accurate information. To the best of our capabilities, we do not allow any other non-Hat World employee or representative to access your account unless they provide the proper identifying information. It is your responsibility to safeguard your login information and prevent unauthorized use. Any password or right given to you to obtain information or documents is not transferable or assignable. We disclaim liability against incorrect actions taken by us as a result of receiving bad information from you during or any part of the registration process.

Colors

We have tried to display as accurately as possible the colors of our products that appear at the Sites. We cannot guarantee that your computer monitor's or printer's display of any color will be accurate, and take no responsibility and assume no liability for any discrepancies between such displays and the actual colors of the products.

Promotions

In addition to the terms and conditions of this Agreement, any contests, sweepstakes, surveys, games or similar promotions (collectively, "Promotions") made available through the Sites may be governed by specific rules that are separate from this Agreement. By participating in any such Promotion, you will become subject to those rules, which may vary from the terms and conditions set forth herein. To the extent that the terms and conditions of such rules conflict with this Agreement, the terms and conditions of such rules will control.

Security

You are prohibited from violating or attempting to violate the security of the Sites, including, without limitation: (a) accessing data not intended for you, including logging into a server or account which you are not authorized to access, (b) attempting to probe, scan or test the vulnerability of a system or network to breach security or authentication measures without proper authorization, (c) attempting to interfere with, disrupt or disable service to any user, host or network, including, without limitation, via means of "denial of service" attacks, overloading, "flooding", "mail bombing" or "crashing", (d) forging any TCP/IP packet header or any part of the header information in any posting, (e) disrupting network nodes or network services or otherwise restricting, inhibiting, disrupting or impeding Hat World's ability to monitor or make the Sites available, or (f) taking any action in order to obtain services to which the you are not entitled. Violations of system or network security may result in civil or criminal liability. Hat World will investigate occurrences which may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting you if you are involved in such violations. At all times, Hat World will have the discretion to take such action as Hat World deems necessary, in its sole discretion, to preclude a security violation, and Hat World will not be liable for any damages of any nature suffered by you or a third party resulting from Hat World's exercise of its rights.

Online Job Application

If you are interested in a job at Hat World and you choose to send your resume to us through the Sites or via fax or mail, we will maintain and use the information contained in your resume for recruiting purposes only. If you choose to apply for a job online, we will collect information about your work history, your education and how to contact you. Again, we maintain and use this information for recruiting purposes only. [Click here for more information.](#)

Disclaimer

We provide the Sites "as is," and without any warranties or implied terms of any kind, whether express or implied, including but not limited to warranties of title, merchantable quality, fitness for a particular purpose and non-infringement, to the fullest extent permitted by law. The information on the Sites is for your general information purposes only and does not constitute advice. Hat World expressly disclaims any duty to update or revise the content of the Sites, although we may do so at any time, with or without notice.

Exclusion of Liability Associated with Use of the Sites

Your use of the Sites is at your sole risk, and you assume full responsibility for any costs associated with your use of the Sites. Hat World will not be liable for any damages of any kind related to your use of the Sites. You agree that your sole remedy in the event of any problem with your use is to cease using the Sites. In no event will Hat World or any of its directors, employees, agents and representatives and their respective successors and assigns be liable for any loss or damages whatsoever arising out or related to access to or use of the Sites or any other website linked to the Sites or the Content, regardless of whether such loss or damages are based on warranty, contract, tort (including negligence), strict liability, products liability or other theories of liability, and whether or not Hat World has been advised of the possibility of such damages, including without limitation liability for direct, indirect, special, punitive, incidental or consequential damages.

Without limiting the previous paragraph, you acknowledge and agree that: (a) Hat World is not responsible for late, lost, incomplete, illegible, misdirected or stolen messages or mail, unavailable network connections, failed, incomplete, garbled or delayed computer transmissions, online failures, hardware, software or other technical malfunctions or disturbances or any other communications failures or circumstances affecting, disrupting or corrupting communications; and (b) Hat World assumes no responsibility, and will not be liable, for any damages to, or any viruses affecting your computer equipment or other property on account of your access to or use of the Sites or your downloading of any materials, data, text, images, video or audio from the Sites.

Indemnification

You agree to defend, indemnify and hold Hat World, its parent corporations, subsidiaries, affiliates, officers, directors, agents and employees harmless from and against any and all allegations, claims, damages, costs and expenses, including attorneys' fees and disbursements, arising from or related to your use of the Sites and/or your breach of any representation, warranty, or other provision of the Agreement.

General

The waiver of any provision of the Agreement will not be considered a waiver of any other provision or of Hat World's right to require strict observance of each of the terms herein. If any provision of the Agreement is found to be unenforceable or invalid for any reason, that provision will be severable, and all other provisions will remain in full force and effect. This Agreement constitutes the entire agreement between us relating to your use of the Sites.

Termination

These terms are effective unless and until terminated by or Hat World. The obligations and liabilities of the parties incurred prior to the termination date will survive the termination of this Agreement for all purposes.

Online Shopping Terms and Conditions

Online Shopping Terms and Conditions

(a) Payment

You agree to pay for all charges accumulated by you on the Sites. Many products displayed on the Sites are available in select Hat World stores in the United States, Canada, and other markets. Unless otherwise indicated, prices displayed on the Sites are quoted in U.S. Dollars.

(b) Pricing

The items available and the prices for items on the Sites are not necessarily the same as the items and pricing within any

physical location operated by Hat World. All prices listed on the Sites are subject to confirmation. Hat World will strive to notify you by email within two business days of making a purchase if the confirmed price of an item you have selected differs from the price listed on the Sites or on your purchase order. If you receive such notification, the sale will be automatically terminated unless you reply by email within five business days with confirmation of your intention to purchase the item at the confirmed price.

(c) Warranty Coverage and Liability Associated with Product Purchases

Hat World is not liable or responsible for the character, quality, performance, quantity, size, color, merchantable quality, or fitness for a particular purpose of any product acquired by you or on your behalf from Hat World. The warranty coverage for a product, if any, will be limited to the coverage offered by Hat World or the manufacturer of the product. You acknowledge that some warranty programs are valid only in the jurisdiction where Hat World resides and that it is your sole responsibility to determine if the warranty program for any product you purchase will be honored where you reside. You acknowledge and agree that Hat World will not in any case be liable for any amounts which exceed the value of the particular item being purchased or for any indirect, consequential, special, incidental or punitive damages whether or not Hat World has been advised of the possibility of such damages.

(d) Restrictions

Hat World only ships to locations in the United States, Canada, and Puerto Rico. You must be 18 years of age or older to purchase from the Sites.

You may purchase or order items only for non-commercial and lawful purposes; no other use is permitted. Hat World reserves the right to: (a) limit the quantities of items which you, your family or any group seek to purchase; (b) reject, correct, cancel or refuse orders; and (c) to terminate accounts in its discretion including, without limitation, if Hat World believes that customer conduct contravenes applicable law or is harmful to the interests of Hat World or its representatives, agents, contractors, suppliers or licensees.

Hat World will use commercially reasonable efforts to deliver items as quickly as possible and within any time periods indicated; however, Hat World will not be responsible for any delays in delivery.

In order to protect you and Hat World from fraudulent transactions, you agree that Hat World may provide your transaction-related information to a reputable third party organization to perform an address verification. This address verification is intended to ensure that the "bill to" address that you provide matches your credit card address. Hat World also reserves the right, at its discretion, not to ship items ordered or purchased on the Sites to certain addresses. If Hat World chooses not to ship an item, you will be notified by email and any amount charged to your credit card will be refunded.

Hat World reserves the right to co-operate with local, state, provincial and national authorities in investigations of improper or unlawful activities and this may require the disclosure of personal information. We may also report to other organizations about improper or unlawful user activities and this reporting may include disclosure of personal information relating to those individuals conducting such improper or unlawful activities.

Last, to protect our customers from the high price of fraud, Hat World reserves the right to verify any order for fraud prevention purposes. This may result in delays to Express and Next Day Air orders. If we are unable to verify order information within 48 hours, the order will be cancelled and Hat World will use commercially reasonable efforts to notify you as soon as possible. Hat World is working to protect our customers from the high cost of fraud so that we can continue to provide a large inventory of competitively priced products and a positive online shopping experience.

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